

EXHIBIT C
TERMINATION LETTER



QUALCOMM Incorporated

5775 Morehouse Drive
San Diego, CA 92121-1714
(858) 587-1121

www.qualcomm.com

VIA EMAIL to irosen@rhodesholmes.com

March 24, 2009

Tribes Holding, LLC
Ian Rosen
470 Mirror Court
B-106
Henderson, Nevada 90811

Re: Termination of GlobalTRACS Contract

Dear Mr. Rosen:

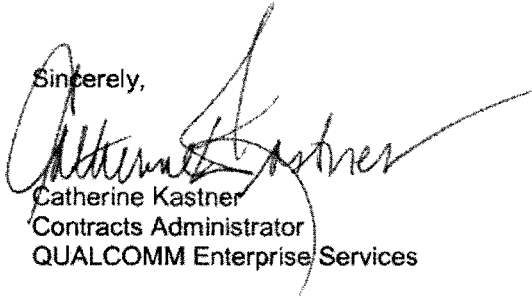
Pursuant to your request, this letter confirms the conditions for termination of the GlobalTRACS Contract between Tribes Holding, LLC ("Customer") and Qualcomm dated December 7, 2006, (the "Contract"). All capitalized terms used in this letter and not otherwise defined have the same meanings as set forth in the Contract.

Pursuant to Section 2.3 of the Contract, Customer is obligated to pay for the Services and associated service rates and/or fees for each activated Terminal for the remainder of the Term and Extended Term of the Contract. Accordingly, the Contract obligates Customer to pay to Qualcomm the total fee of \$1,485.00, which represents the base message fee of \$11.00 per Terminal from April 1, 2009 through December 7, 2009, the expiration of the Extended Term, for fifteen (15) activated Terminals (the "Contract Obligation Amount"). In addition, Customer is obligated to pay to Qualcomm the outstanding balance of \$4233.00 for services provided through March 16, 2009 (the "Outstanding Balance").

Per Customer's request, Services shall be discontinued at this time. Upon Qualcomm's receipt of the Outstanding Balance and the Contract Obligation Amount, the Contract will be deemed terminated.

If you have any questions or concerns please contact your Qualcomm Customer Service Specialist, Roy Lancor at 815-372-3829.

Sincerely,



Catherine Kastner
Contracts Administrator
QUALCOMM Enterprise Services



5775 Morehouse Drive, San Diego, California 92121

(619) 587-1121

Direct Fax: (619) 658-1576

VIA OVERNIGHT MAIL

June 15, 2009

The Rhodes Companies, LLC
c/o Omni Management Group, LLC
16151 Ventura Boulevard, Suite C
PMB 477
Encino, CA 91436-2522

FILED

JUN 17 2009

By Omni Management Group, Claims Agent
For U.S. Bankruptcy Court
District of Nevada

Re: In re: Tribes Holdings, LLC
Case No. 09-14817 - Chapter 11
Claimant: Qualcomm Incorporated

Dear Sir or Madam:

Enclosed please find an original and one copy of the Proof of Claim being filed on behalf of Qualcomm Incorporated in the matter of the Tribe Holdings, LLC bankruptcy.

Please return the filed stamped copy to us for our records. I have enclosed a Federal Express envelope and air bill for your convenience in returning our conformed copy to us.

If you should have any questions, or encounter any problems, please do not hesitate to contact me at (858) 651-6047.

Sincerely,

A handwritten signature in cursive script that reads "Sally Anne Cadirci".


Sally Anne Cadirci
Legal Analyst
Qualcomm Enterprise Services

Enclosures - Original and one copy of Proof of Claim w/attachments
Fed Ex air bill and envelope

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: RHODES HOMES / RHODES DESIGN AND DEV.		Case Number: EC-S-09-14846-LB2
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): ROADSAFE TRAFFIC SYSTEMS INC		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (if known) Filed on: _____
Name and address where notices should be sent: 3015 E ILLINI ST PHOENIX AZ 85040		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number: 402-243-1218		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ 6173.03 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(): _____ Amount entitled to priority: \$ _____
2. Basis for Claim: <u>SERVICES PROVIDED / RENT ON EQUIPMENT</u> (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: <u>6293</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information: Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: 05-1-09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. ELISED SEGUI A/R		FOR CREDITOR USE ONLY MAY 12 2009 By Onni Management Group, Claims Agent For U.S. Bankruptcy Court District of Nevada

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



RoadSafe Traffic-Las Vegas
3015 E. Illini
Phoenix, AZ 85040
Ph 702-315-3696
Fax 702-315-3698
Service 702-315-3696

INVOICE
Invoice Number RI1154925
Invoice Date 04/04/09
Page 2
Terms Net 30 Days


Bill To
RHODES HOMES
ATTN: ACCOUNTS PAYABLE
4730 S FORT APACHE RD
SUITE 300
LAS VEGAS, NV 89147

Ship To
Scott 325-9518
Ft Apache and Warm Springs
las vegas, NV

Customer ID C1005923
P O Number will call back w/ PO

Due Date 05/04/09
Our Order No RO1066264
SalesPerson Jason Woods

Items Rented		Item / Description							
Date	Transaction	Quantity	Description	Net Qty. Rented	Unit Price	Rent/ Period	From / Thru	No. Of Pds	Total Price
BLR7016042034									
Keep Right SMT1									
01/22/09	Delivery	0.00	Svc Ttl # SVC1249520	0.00	0.00per Day	0.00	01/22/09 02/08/09	18	0.00
02/08/09	Pickup	-0.00	Svc Ttl # SVC1250225	0.00	0.00per Day				
BLR7010563040									
Sign Stand 4' SS									
01/22/09	Delivery	0.00	Svc Ttl # SVC1249520	0.00	0.00per Day	0.00	01/22/09 02/08/09	18	0.00
02/08/09	Pickup	-0.00	Svc Ttl # SVC1250225	0.00	0.00per Day				
BLR7016042090									
Stop Sm Reg Int SMT1									
01/19/09	Delivery	1.00	Svc Ttl # SVC1249514	1.00	0.00per Day	0.00	01/19/09 02/08/09	21	0.00
02/08/09	Pickup	-1.00	Svc Ttl # SVC1250225	0.00	0.00per Day				
BLR7016031005									
Spring Stand									
01/19/09	Delivery	1.00	Svc Ttl # SVC1249514	1.00	0.00per Day	0.00	01/19/09 02/08/09	21	0.00
02/08/09	Pickup	-1.00	Svc Ttl # SVC1250225	0.00	0.00per Day				
Items Sold		Item / Description							
Date	Transaction	Quantity	Description	Unit Price	Sale Date	Total Price			
BLRLIMP SUM									
Change Order Labor 1/23-2/27/09									
01/23/09	Delivery	1.00	Svc Ttl # SVC 235660	1.004.00	01/23/09	1.004.00			
BLRL1M1T									
01/27/09	Delivery	0.25	Svc Ttl # SVC1246381	0.00	01/27/09	0.00			
BLRL1M1T									
01/28/09	Delivery	0.50	Svc Ttl # SVC1246382	0.00	01/28/09	0.00			
BLRL1M1T									
01/29/09	Delivery	0.25	Svc Ttl # SVC1246356	0.00	01/29/09	0.00			
BLRL1M1T									
01/29/09	Delivery	0.50	Svc Ttl # SVC1246387	0.00	01/29/09	0.00			
BLRL1M1T									
01/31/09	Delivery	0.50	Svc Ttl # SVC1246867	0.00	01/31/09	0.00			
BLRL1M1T									
02/01/09	Delivery	0.50	Svc Ttl # SVC1246868	0.00	02/01/09	0.00			
Continued									



RoadSafe Traffic-Las Vegas
3015 E. Illini
Phoenix, AZ 85040
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Fax 702-315-3698
Service 702-315-3696

INVOICE
Invoice Number RI1154925
Invoice Date 04/04/09
Page 3
Terms Net 30 Days

Bill To
RHODES HOMES
ATTN: ACCOUNTS PAYABLE
4730 S FORT APACHE RD
SUITE 300
LAS VEGAS, NV 89147

Ship To
Scott 325-9518
Ft Apache and Warm Springs
las vegas, NV

Customer ID C1005923
P O Number will call back w/ PO

Due Date 05/04/09
Our Order No RO1066264
SalesPerson Jason Woods

Items Sold		Item / Description													
Date	Transaction	Quantity	Description	Unit Price	Sale Date	Total Price									
BLRL1M1T															
service centerline 2/2/09															
02/02/09	Delivery	0.50	Svc Ttl # SVC1246810	0.00	02/02/09	0.00									
BLRL1M1T															
service centerline 2/4/09															
02/04/09	Delivery	0.25	Svc Ttl # SVC1246433	0.00	02/04/09	0.00									
BLRL1M1T															
service centerline 2/6/09															
02/06/09	Delivery	0.25	Svc Ttl # SVC1246935	0.00	02/06/09	0.00									
BLRFLAGGING															
SU FS and Flag - cancelled on site															
02/05/09	Delivery	1.50	Svc Ttl # SVC1251296	0.00	02/05/09	0.00									
BLRFLAGGING															
flag for crew - cancelled on site															
02/05/09	Delivery	1.50	Svc Ttl # SVC1251296	0.00	02/05/09	0.00									
BLRL1M1T															
MEET/STAY															
02/05/09	Delivery	2.50	Svc Ttl # SVC1250113	0.00	02/05/09	0.00									
BLRFLAGGING															
open TPU all															
02/05/09	Delivery	1.00	Svc Ttl # SVC1250291	0.00	02/05/09	0.00									
BLRFLAGGING															
SU FS and flag															
02/27/09	Delivery	1.25	Svc Ttl # SVC1253496	0.00	02/27/09	0.00									
BLRFLAGGING															
flag for crew															
02/27/09	Delivery	1.25	Svc Ttl # SVC1253497	0.00	02/27/09	0.00									
BLRFLAGGING															
flag for crew															
02/27/09	Delivery	1.25	Svc Ttl # SVC1253498	0.00	02/27/09	0.00									
BLRL1M1T															
open TPU left turn lane closure															
02/27/09	Delivery	1.00	Svc Ttl # SVC1253499	0.00	02/27/09	0.00									
Continued															

Subtotal		2,023.57
Sales Tax		74.37
Total		2,097.94

Subtotal 2,023.57
Sales Tax 74.37
Total 2,097.94

Bill To
RHODES HOMES
ATTN: ACCOUNTS PAYABLE
4730 S FORT APACHE RD
SUITE 300
LAS VEGAS, NV 89147

Ship To
John S 328-9505
Ft Apache and Windmill
las vegas, NV

Customer ID C1006923
P O Number

Due Date 05/21/09
Our Order No RO1069007
SalesPerson Jason Woods

Items Rented		Item / Description							
Date	Transaction	Quantity	Description	Net Qty. Rented	Unit Price	Rent/ Period	From / Thru	No. Of Pds	Total Price
BLR7016042070									
Road Work Ahead SMT1									
03/24/09	Delivery	2.00	Svc Ttl # SVC1257363	2.00	1.81per Day	3.62	03/24/09 03/24/09	1	3.62
03/24/09	Pickup	-2.00	Svc Ttl # SVC1257487	0.00	1.81per Day				
BLR7016042149									
Lane Shift ahead									
03/24/09	Delivery	1.00	Svc Ttl # SVC1257363	1.00	1.81per Day	1.81	03/24/09 03/24/09	1	1.81
03/24/09	Pickup	-1.00	Svc Ttl # SVC1257487	0.00	1.81per Day				
BLR7016042202									
W1-4 (Right) SMT3									
03/24/09	Delivery	1.00	Svc Ttl # SVC1257363	1.00	1.81per Day	1.81	03/24/09 03/24/09	1	1.81
03/24/09	Pickup	-1.00	Svc Ttl # SVC1257487	0.00	1.81per Day				
ITC21012									
Type III Barricade									
03/24/09	Delivery	1.00	Svc Ttl # SVC1257363	1.00	1.81per Day	1.81	03/24/09 03/24/09	1	1.81
03/24/09	Pickup	-1.00	Svc Ttl # SVC1257487	0.00	1.81per Day				
BLR7016042068									
Reversible Arrow									
03/24/09	Delivery	1.00	Svc Ttl # SVC1257363	1.00	1.81per Day	1.81	03/24/09 03/24/09	1	1.81
03/24/09	Pickup	-1.00	Svc Ttl # SVC1257487	0.00	1.81per Day				
BLR7016042034									
Keep Right SMT1									
03/24/09	Delivery	2.00	Svc Ttl # SVC1257363	2.00	1.81per Day	3.62	03/24/09 03/24/09	1	3.62
03/24/09	Pickup	-2.00	Svc Ttl # SVC1257487	0.00	1.81per Day				
BLR7010563060									
Sign Stand 6 SS									
03/24/09	Delivery	4.00	Svc Ttl # SVC1257363	4.00	0.78per Day	3.12	03/24/09 03/24/09	1	3.12
03/24/09	Pickup	-4.00	Svc Ttl # SVC1257487	0.00	0.78per Day				
BLR7010563040									
Sign Stand 4' SS									
03/24/09	Delivery	2.00	Svc Ttl # SVC1257363	2.00	0.78per Day	1.56	03/24/09 03/24/09	1	1.56
03/24/09	Pickup	-2.00	Svc Ttl # SVC1257487	0.00	0.78per Day				
BLR7010511003									
Grabber Cone 42"									
03/24/09	Delivery	27.00	Svc Ttl # SVC1257363	27.00	1.17per Day	31.59	03/24/09 03/24/09	1	31.59
03/24/09	Pickup	27.00	Svc Ttl # SVC1257487	0.00	1.17per Day				
Items Sold		Item / Description							
Date	Transaction	Quantity	Description		Unit Price		Sale Date		Total Price
Continued									



RoadSafe Traffic-Las Vegas
3015 E. Illini
Phoenix, AZ 85040
Ph 702-315-3696
Fax 702-315-3698
Service 702-315-3696

INVOICE
Invoice Number: R11156149
Invoice Date: 04/21/09
Page 1
Terms Net 30 Days



RoadSafe Traffic-Las Vegas
3015 E. Illini
Phoenix, AZ 85040
Ph 702-315-3696
Fax 702-315-3698
Service 702-315-3696

INVOICE
Invoice Number: R11156149
Invoice Date: 04/21/09
Page 2
Terms Net 30 Days

Bill To: RHODES HOMES
ATTN: ACCOUNTS PAYABLE
4730 S FORT APACHE RD
SUITE 300
LAS VEGAS, NV 89147

Ship To: Keith 677-9124
Duango & Robinson
Las Vegas, NV

Customer ID: C1006923
P O Number:

Due Date: 05/21/09
Our Order No: RO1069129
SalesPerson: Jason Woods

Items Rented		Item / Description							
Date	Transaction	Quantity	Description	Net Qty Rented	Unit Price	Rent/ Period	From / Thru	No. Of Pds	Total Price
BLR7019042070 Road Work Ahead SMT1									
03/23/09	Starting Balance	0.00	Beginning Balance	0.00	1.91per Day				
03/23/09	Delivery	1.00	Svc Ttl # SVC1267742	1.00	1.91per Day	1.91	03/23/09 04/02/09	11	2.11
04/02/09	Pickup	1.00	Svc Ttl # SVC1259205	0.00	1.91per Day				
BLR7016042556 Right Lane Closed Ahead SMT1									
03/23/09	Starting Balance	0.00	Beginning Balance	0.00	1.91per Day				
03/23/09	Delivery	1.00	Svc Ttl # SVC1257742	1.00	1.91per Day	1.91	03/23/09 04/02/09	11	2.11
04/02/09	Pickup	1.00	Svc Ttl # SVC1259205	0.00	1.91per Day				
BLR7016042043 Merge Left Symbol SMT1									
03/23/09	Starting Balance	0.00	Beginning Balance	0.00	1.91per Day				
03/23/09	Delivery	2.00	Svc Ttl # SVC1257742	2.00	1.91per Day	3.82	03/23/09 04/02/09	11	42.02
04/02/09	Pickup	2.00	Svc Ttl # SVC1259205	0.00	1.91per Day				
BLR7016043060 Sign Stand 6' SS									
03/23/09	Starting Balance	0.00	Beginning Balance	0.00	0.78per Day				
03/23/09	Delivery	4.00	Svc Ttl # SVC1257742	4.00	0.78per Day	3.12	03/23/09 04/02/09	11	34.32
04/02/09	Pickup	4.00	Svc Ttl # SVC1259205	0.00	0.78per Day				
BLR7016061000 Arrow Board									
03/23/09	Starting Balance	0.00	Beginning Balance	0.00	62.30per Day				
03/23/09	Delivery	1.00	Svc Ttl # SVC1257742	1.00	62.30per Day				
03/23/09	Delivery	1.00	Svc Ttl # SVC1258745	2.00	62.30per Day	124.00	03/23/09 04/02/09	11	1254.10
04/02/09	Pickup	1.00	Svc Ttl # SVC1259205	1.00	62.30per Day				
04/02/09	Pickup	1.00	Svc Ttl # SVC1259221	0.00	62.30per Day				
BLR7010511003 Grabber Cone 42"									
03/23/09	Starting Balance	0.00	Beginning Balance	0.00	1.17per Day				
03/23/09	Delivery	62.00	Svc Ttl # SVC1257742	62.00	1.17per Day	72.54	03/23/09 04/02/09	11	727.94
04/02/09	Pickup	62.00	Svc Ttl # SVC1259205	0.00	1.17per Day				
BLR7010524000 Type III Barricade Hi Int									
03/23/09	Starting Balance	0.00	Beginning Balance	0.00	2.36per Day				
03/23/09	Delivery	1.00	Svc Ttl # SVC1257742	1.00	2.36per Day	2.36	03/23/09 04/02/09	11	25.31
04/02/09	Pickup	1.00	Svc Ttl # SVC1259205	0.00	2.36per Day				
BLR7016042060 Right Turn Lane----> SMT1									
03/23/09	Delivery	1.00	Svc Ttl # SVC1257742	1.00	1.91per Day	1.91	03/23/09 04/02/09	11	21.31

Continued



RoadSafe Traffic-Las Vegas
3015 E. Illini
Phoenix, AZ 85040
Ph 702-315-3696
Fax 702-315-3698
Service 702-315-3696

INVOICE
Invoice Number: R11156149
Invoice Date: 04/21/09
Page 3
Terms Net 30 Days

Bill To: RHODES HOMES
ATTN: ACCOUNTS PAYABLE
4730 S FORT APACHE RD
SUITE 300
LAS VEGAS, NV 89147

Ship To: Keith 677-9124
Duango & Robinson
Las Vegas, NV

Customer ID: C1006923
P O Number:

Due Date: 05/21/09
Our Order No: RO1069129
SalesPerson: Jason Woods

Items Sold		Item / Description				
Date	Transaction	Quantity	Description	Unit Price	Sale Date	Total Price
BLRL1M1T						
03/30/09	Delivery	1.00	Svc Ttl # SVC1257887	60.00	03/30/09	60.00
BLRL1M1T						
03/30/09	Delivery	1.00	Svc Ttl # SVC1258287	60.00	03/30/09	60.00
BLRL1M1T						
03/31/09	Delivery	1.00	Svc Ttl # SVC1258455	60.00	03/31/09	60.00
BLRL1M1T						
03/31/09	Delivery	1.00	Svc Ttl # SVC1258654	60.00	03/31/09	60.00
BLRL1M1T						
04/01/09	Delivery	1.00	Svc Ttl # SVC1258657	60.00	04/01/09	60.00
BLRL1M1T						
04/01/09	Delivery	1.00	Svc Ttl # SVC1258657	60.00	04/01/09	60.00
BLRL1M1T						
04/02/09	Delivery	1.00	Svc Ttl # SVC1258673	60.00	04/02/09	60.00
BLRL1M1T						
04/02/09	Delivery	1.00	Svc Ttl # SVC1259205	60.00	04/02/09	60.00
BLRL1M1T						
04/02/09	Delivery	1.00	Svc Ttl # SVC1259223	60.00	04/02/09	60.00

Subtotal: 3,550.19
Sales Tax: 79.35
Total: 3,729.54



RoadSafe Traffic-Las Vegas
3015 E. Illini
Phoenix, AZ 85040
Ph 702-315-3696
Fax 702-315-3698
Service 702-315-3696

INVOICE
Invoice Number: R11152370
Invoice Date: 02/28/09
Page 1
Terms Net 30 Days

Bill To: RHODES HOMES
ATTN: ACCOUNTS PAYABLE
4730 S FORT APACHE RD
SUITE 300
LAS VEGAS, NV 89147

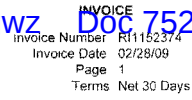
Ship To: John Stafford 873-5338
E. Captain & Arby

Customer ID: C1006923
P O Number:

Due Date: 03/30/09
Our Order No: RO1068061
SalesPerson: Jason Woods

Items Sold		Item / Description				
Date	Transaction	Quantity	Description	Unit Price	Sale Date	Total Price
BLRLTCP			Traffic Control Plan			
02/24/09	Delivery	1.00	Svc Ttl # SVC1253627	40.00	02/24/09	40.00
BLRLTCP			CC App			
02/24/09	Delivery	1.00	Svc Ttl # SVC1253627	50.00	02/24/09	50.00

Total: 90.00

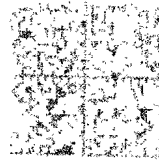
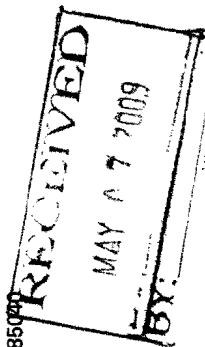


Due Date 03/30/09
Our Order No RO1068101
SalesPerson Jason Woods

Total	80 00
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3015 East Illini Street / Phoenix, Arizona 85004



\$ 000.42

THE RHODES COMPANIES LLC
C/O OMNI MANAGEMENT GROUP LLC
16161 VENTURA BLVD
SUITE C PMB 477
ENCINO, CA 91436-2522



ORIGINAL

United States Bankruptcy Court - District of Nevada		PROOF OF CLAIM
Name of Debtor: RHODES DESIGN & DEVELOPMENT CORPORATION		Case Number: 09-14846
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (The person or other entity to whom the debtor owes money or property): WILMAR CONTRACTING, INC.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ <small>(If known)</small> Filed on: _____
Name and address where notices should be sent: WILMAR CONTRACTING, INC. 4525 W. HACIENDA AVE., SUITE 1 LAS VEGAS, NV 89118		
Telephone number: (702) 248-4873		
Name and address where payment should be sent (if different from above): Telephone number: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$9,191.50 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). Amount entitled to priority: \$ _____ <small>* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: Services Performed (see attached) <small>(See instruction #2 on reverse side.)</small>		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ <small>(See instruction #3a on reverse side.)</small>		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: _____ Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> <div style="font-size: 1.5em; font-weight: bold; margin: 10px 0;">AUG 05 2009</div> <div style="font-size: 0.8em; margin: 10px 0;">By Omni Management Group, Claims Agent For U.S. Bankruptcy Court District of Nevada</div>
Date: August 3, 2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. /s/ MELANIE HENRY, Authorized Agent MELANIE HENRY, Authorized Agent	

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WILMAR CONTRACTING

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WILMAR CONTRACTING, INC.
4525 W. HACIENDA AVE., SUITE 1
LAS VEGAS, NV 89118
(702) 248-4873 FAX (702) 248-4871

INVOICE #: 19715**INVOICE DATE: 04/30/09****DUE DATE: 06/05/09****BILL TO:**

Rhodes Homes
4730 S. Ft. Apache Road
Suite 300
Las Vegas, NV 89147

JOB: S13636**Parcel II, Phase III****YOUR REF #: RRPM1000-280**

DESCRIPTION	QUANTITY	PRICE	AMOUNT
Work performed 02/19/09, 03/02/09, 03/06/09 and 03/07/09.			
Work performed per PO #RRPM1000-280.			5,146.00
		SUBTOTAL:	5,146.00
		NET DUE:	5,146.00

THANK YOU FOR CHOOSING WILMAR!

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PWA # RRPM1000-280

RHODES HOMES PROJECT WORK AUTHORIZATION (LAND DEVELOPMENT)

This Project Work Authorization ("PWA") is effective this 9th day of February, 2009, by and between RHODES HOMES (Contractor) and Wilmar Contracting, Inc. (Subcontractor). All Work shall be performed in accordance with the terms, conditions set forth in the Master Subcontractor Agreement (MSA) between Contractor, and Subcontractor dated 1/20/09, incorporated herein by reference. The following constitutes the construction services to be provided by Subcontractor to Contractor and specific information relating to the Work:

- | | |
|---|---|
| A. Project: Parcel 11-3, Signs & Markings | Owner/s: Rhodes Ranch General Partnership |
| B. Scope of Work: | Exhibit A |
| C. Contract Amount/Schedule of Values/Draw Schedule: | Exhibit B |
| D. Material Schedule | Exhibit D Applicable Not Applicable X |
| E. Job Site Rules | Exhibit E |
| F. Subcontractor Contacts: | Exhibit F |
| G. Contract Document: All Work shall be in accordance with the following Contract Documents: | |
| 1. Civil Engineering Improvement Plans: Rhodes Ranch Parcel 11-Phase 3 by Stanley Consultants Inc. Dated 6/30/08. | |
| 2. Structural Engineering Plans: n/a | |
| 3. Dry Utility Provider Plan/s: n/a | |
| 4. Geo Technical Report/s: Geotechnical Evaluation for Rhodes Ranch -A 1300-/+ Acre Land Assemblage West of Durango Dr. and South of Sunset Rd. Clark County, NV Dated 9/13/96; Revised 10/2/96 | |
| 5. MSA | |
| 6. PWA | |
| 7. Plans and Specifications. | |

NOTE: The Contract Documents *do not include* Contractor's bidding requirements, advertisement, invitation to bid, Instructions to Bidders, sample forms, bid addenda relating to bidding requirements or Subcontractor's proposal.

- H. Order of Precedence: In the event of any conflicts or inconsistencies that cannot be resolved by reading the Contract Documents as a whole, the provisions of the Contract Documents shall be controlling in accordance with the following order of precedence:
1. Codes, ordinances and legislative acts
 2. Agency Standards and Specifications
 3. MSA
 4. PWA
 5. Civil /Structural Engineering Plans
- I. RHODES HOMES Information:
- Mailing Address: 4730 SOUTH FORT APACHE RD. STE 300, LAS VEGAS, NEVADA 89147
 Attention: Scott Prockopchuk
 Office Phone: (702) 873-5338 Office Fax: (702) 873-5129
 Nevada Contractor's License #: 0028530
- J. Subcontractor Required Information:
- Subcontractor Legal Name: Wilmar Contracting, Inc.
 Street Address: 4525 West Hacienda, Suite 1
 Mailing Address: Las Vegas NV, 89118
 Attention: Veda Cascone
 Telephone: 702-248-4873 Fax: 702.639.0562
 Email: marquez.s@hotmail.com
- | | | | |
|------------------------------------|----------------|-----------------------------|---|
| Applicable Contractor's License #: | 35892A, 39937A | Applicable Business License | x |
| Federal Tax ID#: | 88-0350152 | Federal W-9 | x |
| Auto Insurance Policy Certificate | x | Worker's Comp Certificate | x |
| Subcontractor's Safety Manuals | x | | |
- J. Delay Liquidated Damages. Subcontractor shall complete its part of the Work in accordance with Work Schedule. In the event the Subcontractor does not complete its work timely which results in extending the completion date, Subcontractor shall pay Contractors actual damages including any liquidated damages payable to Owner of \$ N/A per day beyond the original completion date as specified by the Work Schedule.

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PWA # RRPM1000-280

K. Additional Insured Required for MSA Section 3.3 Insurance:

1. OWNER: Rhodes Ranch General Partnership
2. CONTRACTOR: RHODES DESIGN AND DEVELOPMENT CORPORATION
3. LENDER: Credit Suisse

L. Subcontractor payment and performance bonds are (check one) required Not required X

M. No Other Agreements/Integration. This PWA and the documents incorporated by reference herein represent the entire agreement between the parties, and supersede all prior and contemporaneous agreements. This PWA may only be modified by mutual written agreement.

CONTRACTOR AND SUBCONTRACTOR CAREFULLY AND COMPLETELY READ THIS ENTIRE MASTER SUBCONTRACT AGREEMENT, UNDERSTAND THEIR RIGHTS AND OBLIGATIONS CONTAINED THEREIN, AND CERTIFY THAT THEY SIGN HAVING FULL AND COMPLETE AUTHORITY AFTER HAVING THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

RHODES DESIGN AND DEVELOPMENT CORPORATION

By: Scott Prokopchuk Date: 2Printed Name: SCOTT PROKOPCHUKIts: Director of Land Development and Acquisitions

SUBCONTRACTOR: Wilmar Contracting, Inc.

By: Gary J. Andrews Date: 2-13-09Printed Name: GARY ANDREWSIts: President

**Scope of Work Street
Signs and Markings
Parcel 11-3**

1. Wherever there is a conflict between the plans and the code requirements, the code will prevail.
2. SUBCONTRACTOR agrees to immediately bring to the CONTRACTOR's attention any discrepancies to the plans or areas not to code.
3. SUBCONTRACTOR acknowledges that he has visited the site.
4. SUBCONTRACTOR shall provide and install all traffic signs and markings as designed and required per the approved civil improvement drawings.
5. SUBCONTRACTOR shall include all labor, materials and encroachment permits for all traffic signs in accordance with said civil improvement drawings.
6. If the SUBCONTRACTOR elects to perform any work on a time and material basis, the work shall be performed only by written authorization from CONTRACTOR and work will be invoiced at the contracted unit pricing.
7. Additional items exceeding those set forth in price and Draw schedule contained herein must be approved in writing by CONTRACTOR's representative prior to commencing installation.
8. Protect existing paving, walks, buildings, and utilities from damage during installation of new work. Carefully examine the drawings and inspect the site to determine the proximity of such work.
9. SUBCONTRACTOR shall cooperate with other SUBCONTRACTORS for a complete installation.

Quality Assurance

1. SUBCONTRACTOR agrees to perform the work in an efficient, good and workmanlike manner, to comply with the latest rules and regulations of the current Uniform Building Code and other applicable national, state and local laws and government agency regulations.
2. All work performed shall meet or exceed the minimum requirements for Clark County, HUD and the Nevada Department of Transportation.
3. SUBCONTRACTOR shall comply with federal, state and local safety orders.

Rhodes Homes SJP

Wilmar Contracting, Inc. WMA

4. Consult and coordinate with utility companies and all required governing agencies prior to and during commencement of work.
5. All warranties to begin upon delivery to final user.

Materials

1. SUBCONTRACTOR shall be responsible for the safety and good condition of all material and equipment installed until final acceptance by CONTRACTOR. Erect and maintain suitable barriers, protective devices, lights and warning signs and be fully responsible for any loss or injury resulting from carelessness or neglect of these precautions.
2. SUBCONTRACTOR acknowledges use of typical materials in production and is aware that it is the SUBCONTRACTOR's responsibility to take preventative action when handling materials or working in areas that pose potential hazards.
3. SUBCONTRACTOR acknowledges use of typical materials in production and is aware that it is the SUBCONTRACTOR's responsibility to take preventative action when handling materials or working in areas that pose potential hazards.
4. All material utilized to complete described work must meet the specifications of all local, state and federal agencies applicable for the work.
5. All material utilized to complete described work must meet the specifications of all local, state and federal agencies applicable for the work.
6. SUBCONTRACTOR is responsible for receipt of all deliveries.

This Project Work Authorization supersedes any and all prior contracts, purchase orders, project work authorizations, and proposals.

Rhodes Homes 

Wilmar Contracting, Inc. 

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WILMAR CONTRACTING

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Exhibit "E"
Job Site Rules

Attached to and made a part of the contract agreement is Rhodes Homes "Job Site Rules".

Attached herein is a guideline for "Job Site Rules". These guidelines will be enforced by the project Superintendent.

It is the Subcontractors responsibility to read and adhere to those practices, which are applicable to their trade.

The following guidelines are to be adhered to at all times when on the Job site or within the boundaries of Rhodes property. Any infraction of these Rules could result in contract termination and/or cancellation from our bidder list for future projects:

Project Access:

1. Starting time is determined by Job Superintendent, Monday through Sunday.
2. All Subcontractors & their employees are to use the construction access location as designated by the Construction Manager.
3. Subcontractor's employees working at any Rhodes Project must show proof of auto insurance to Security Guards or Project Manager upon demand while on job site. Any subcontractor or their employee not able to show insurance will not be allowed on the project.
4. Joy Riding is not to be permitted. Subcontractors' employees are to report to the job site directly. It is the Subcontractors' responsibility to direct their employees to the Job site.

Parking:

1. Company vehicles are allowed near structure, for loading and unloading tools and material only.
2. All vehicles are to be parked away from structures so as not to interfere with access to same. No vehicle will be parked on or block a residents driveway or access. In the event we have too many vehicles parked in the streets, Subcontractors' employees (non-essential vehicles) will be required to park at the construction access and carpool to job site.
3. Subcontractors acknowledge that under no circumstance are any vehicles to be parked on the driveway. If subcontractor or any of his employees violate this rule and any damage occurs, including but not limited to oil stains, the subcontractor will be held liable for repair and/or replacement as required.

General:

1. Consumption of Alcohol and/or Drugs Will Not be tolerated by anyone at the job site or within the project boundaries.
2. No Radios or tapes players of any kind including headset types are allowed on the project.
3. All accidents, no matter how minor, are to be reported to job superintendent.
4. Subcontractors' employees should be ready and working at their starting time.
5. Standard Operating Procedure in an eight-hour shift is as follows:
 6. Subcontractors are responsible for the daily cleanup including employee's lunch trash. There shall be no eating in the Garages. A Final and Daily Pickup time should begin 10 minutes before quitting time.
 7. Subcontractor understands that residents are living near the job site. No fighting or loud & abusive language will be tolerated.
 8. No weapons are allowed on the job site or within the Project boundary. Your signature acknowledges that you have read, understand and agree to the terms and conditions of this exhibit.

Initials: Contractor SDP Subcontractor YST

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WILMAR CONTRACTING

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SAFETY

Subcontractor shall provide a written safety program prior to beginning work at any Rhodes Homes jobsites. Subcontractor agrees to abide by any and all O.S.H.A. standards. Subcontractor also agrees to attend all jobsite Safety Meetings to be held per Rhodes schedule. Subcontractor further agrees to have a representative attend all weekly production meetings.

Initials: Contractor SAP Subcontractor USA

BILLING PROCEDURES**1. BILLING CHECKLIST - The following items must be included in each payment request.**

- a. Executed Draw Schedule provided by Rhodes Homes. (A copy of the Draw Schedule with both Rhodes Homes signature and Subcontractors signature from the original Project Work Authorization).
- b. Subcontractor's original invoice.
- c. Labor release signed by all of those who worked on the project. (No Copies).
- d. Conditional/unconditional material release from your suppliers. All subcontractors must use a Rhodes Homes release form (see attached). If the release is conditional, all checks will be joint issued with the supplier until an unconditional release is provided. In the past, voucher companies have questioned releases because a fine black pen was used for the signatures. These signatures often resemble photocopies, which are not acceptable. To avoid delay in payment, please use a blue ink pen so that the originality of the signature is beyond question.

2. BILLING PROCEDURE - The following procedure must be followed to ensure proper payment.

- a. Executed Draw Schedule must be submitted with invoice and appropriate releases. (A copy of the Draw Schedule with both Rhodes Homes signature and Subcontractors signature from the original Project Work Authorization)
- b. All Billings/Change Orders must have Rhodes Homes' Superintendent's signature and date as well as the Subcontractor's signature on it prior to submission for payment. **SUPERINTENDENTS ARE NOT RESPONSIBLE FOR COORDINATING BILLING AND HAVE NO AUTHORITY TO AUTHORIZE WORK OR PAYMENT ON BEHALF OF RHODES HOMES. THEY CAN ONLY ACKNOWLEDGE THAT WORK HAS BEEN COMPLETED.**
- c. Please bill retention separately upon completion of the work with unconditional releases attached. Retention is held up to thirty (30) days and is paid when approved by the Project Superintendent. Final approval for release of retention will be made by the Superintendent and Quality Control. Please staple your payment request documents together. This will help ensure that it will reach Rhodes Homes' accounting department intact. Submit paperwork to Rhodes Homes at 4730 S. Fort Apache Rd., Suite 300, Las Vegas, NV 89147.

Before processing a request for payment, the following items must be submitted to the Insurance Coordinator for Rhodes Homes:

- a. A current Workers Compensation Certificate. (Must be original)
- b. A current Liability Insurance Certificate listing Rhodes Design and Development, Rhodes Ranch General Partnership, and James M. Rhodes as an additional insured. Certificate of Insurance needs to be submitted on a CG 2010-1001 form or CG2026-1185 or CG2037-1001. (Additional Insured Endorsement and must be original) Subcontractor shall provide such coverage through said companies carrying an A.M. Best rating of A- or better, and must be ADMITTED in the state of Nevada.
- c. Proof of payment of Nevada Business Tax. (No faxes)
- d. Proof of payment of State Unemployment Taxes. (No faxes)

3. GENERAL INFORMATION

- a. We process and file all information by property; therefore, it is necessary to note the address of each property (including lot/block and Phase) on all communication.

NOTE: All of the above must be satisfied. No payment will be made without the above information included in your payment request. There will be no exceptions. All releases and invoices must be originals (photocopies, carbons or faxes will not be accepted).

Rhodes Homes



Subcontractor



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WILMAR CONTRACTING, INC.
4525 W. HACIENDA AVE., SUITE 1
LAS VEGAS, NV 89118
(702) 248-4873 FAX (702) 248-4871

INVOICE #: 19653**INVOICE DATE:** 03/27/09**DUE DATE:** 04/26/09**BILL TO:**

Rhodes Homes
4730 S. Ft. Apache Road
Suite 300
Las Vegas, NV 89147

JOB: S13617

Ft. Apache & Hidden Mountain

YOUR REF #:

DESCRIPTION	QUANTITY	PRICE	AMOUNT
01/26/09 Install 30" R1-1 and two double sided D-3's per Proposal #800-1216A.			542.00
		SUBTOTAL:	542.00
		NET DUE:	542.00

THANK YOU FOR CHOOSING WILMAR!

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WILMAR CONTRACTING

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Wilmar Contracting, INC.

4525 West Hacienda, suite 1
 Las Vegas, Nevada 89118
 Phone (702) 248-4873 Fax (702) 248-4871
 License # 35892A, 39937A (UNLIMITED)
 E-Mail: marquez.s@hotmail.com

PROPOSAL
#800-1216A

TO: Rhodes Homes
 ATTN: Jhon

DATE: 12/16/08
 JOBSITE: Signage
 LOCATION: Ft Apache

UNITS	DESCRIPTION	PRICE PER UNIT	TOTAL
1	Supply & Install 12" D-3 street blades	\$417.00	\$417.00
1	Supply & Install 30" R1-1 (on shared pole)	\$125.00	\$125.00
1	MOBILIZATION PERTAINING TO BID	\$0.00	\$0.00

TOTAL: \$542.00

I will need block numbers for the signage
 prior to ordering.

EXCLUSIONS:

Permit/Inspection Fees
 No Inspector overtime paid
 Replacement of sod or landscape items
 Flagmen (if required "Extra" to Proposal)
 Traffic Control (except where specified)
 Conflicts with existing utilities
 Removal of obstructions not called out above.
 "Bond"
 Any and all items not specifically listed in proposal

*Caliche/Rock Excavation
 Penalties and Liquidated Damages
 Engineering, Survey or Testing
 Additional fee of \$250 per mobilization that
 exceeds the above listed
 additional fee for core drilling signs
 will be added to invoice at 75.00 a core

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WILMAR CONTRACTING

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PROPOSAL #800-1216A

Terms and Conditions:

If proposal is accepted, entire proposal including all conditions and exclusions must be made part of the contract.

It is understood that Wilmar Contracting shall not be held liable for any loss, damage or delays which are beyond our reasonable control.

Dust control and traffic control (if specified) are only included for our scope of work and will not be our responsibility if we are not actively working on the jobsite.

Wilmar Contracting, not responsible for drainage less than 1%

Decrease in quantities are subject to revised pricing.

Oil and fuel prices are very unstable at this time and could require increase. In this proposal any cost increase in fuel and material will be passed on with an additional 15% mark up for profit and overhead we will notify you prior to doing any work if there are any price increases.

All materials guaranteed be as specified. All work to be completed in a workmanlike manner according to standard practices. Our workers are fully covered by Workman's Compensation Insurance. Owner/Developer to carry fire, tornado, flood and other necessary insurances.

Unit prices prevail.

Please clear curb line from all shrubs and debris. Excessive amount of cleaning will result in a service charge.

Work Schedule:

Mobilization of crews and equipment may commence one week following receipt of approved plans, but not before the execution of a contract.

Work schedule is based on Monday through Friday during Regular work hours between 7am - 3pm. Except legal holidays. Site to be free of other trades. If trade stacking occurs price increases and work delays should be expected.

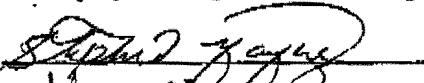
Extra Work:

Change order work to be executed only upon the receipt of a written authorization. Extra work to be time and material basis per rate sheet provided by Wilmar Contracting, and is based on 0% retention being held.

Payment Terms:

Work will be invoiced as performed and all invoices shall be due and payable upon receipt with payment to be made in not more than 30 days. Overdue amounts draw interest at a rate of one and one-half percent per month or 18% per annum. No retention to be held.

This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature: Date: 12/16/08Print Name: Stephen Marquez

Title: Estimator

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WILMAR CONTRACTING, INC.
4525 W. HACIENDA AVE., SUITE 1
LAS VEGAS, NV 89118
(702) 248-4873 FAX (702) 248-4871

INVOICE #: 19644

INVOICE DATE: 03/27/09

DUE DATE: 04/26/09

BILL TO:

Direct Grading & Paving
2755 North Lamont
Las Vegas, NV 89115

JOB: M13663

Durango & Robindale
(Rhodes Homes)

YOUR REF #:

DESCRIPTION	QUANTITY	PRICE	AMOUNT
03/03/09 Ticket #38175.			
Rotomill.	5.50 hrs	350.000 / hrs	1,925.00
Move in/out.			200.00
Sweeper.	3.50 hrs	123.000 / hrs	430.50
Move in/out.			150.00
Tack for paving-5,320 sf.			798.00
		SUBTOTAL:	3,503.50
		NET DUE:	3,503.50

THANK YOU FOR CHOOSING WILMAR!

OUR JOB NUMBER: M 13443

38175

1984 INVOICE TO FOLLOW

CUSTOMER NAME		JOB NAME	
Direct Grading		Rhodes Homes	
EMPLOYEE NAME Dwight Hanson		JOB ADDRESS Dwight + Rhonda	
JOB DAY & DATE 3-3-05		CONTACT NAME Rhonda	
JOB TIME IN 8:45		CONTACT PHONE #	
JOB TIME OUT 12:45		THIS SPACE FOR CREW LEADER USE	
CUSTOMER JOB NUMBER		NAME OF CREW LEADER Dwight	
CUSTOMER PO NUMBER		NAME OF CREW MEMBERS:	

WORK ORDERED, EQUIPMENT NEEDED

7 1/2 m:ll

532 to repair

QUANTITY	DESCRIPTION OF WORK	UNIT PRICE	TOTAL
5 1/2	30' x 120' 7.5 to 3.0	350	\$1,925.00
	35' x 40' 17.5		
3 1/2	SWEATER -	173	\$470.50
	POWDER -	150	150
53205A	TACK FILL 1420'x		\$798.00
	ST. + 700		
	170 1230		
Total \$			3503.50

NOTICE: Under the Mechanics Lien Law of Nevada #106.222, any contractor, subcontractor or supplier who improves your property but is not paid for his work or supplies, has a right to enforce a claim against your property and to file a court action, and the proceeds of that sale used to satisfy the claim. Our liability and responsibility shall be limited strictly and solely to acts or omissions of our direct employees, anything in any purchase order or contract notwithstanding. We are not responsible for damage to underground pipes, anything under the earth's surface, incorrect layout or delays due to equipment malfunction, weather or other causes beyond our control. Rates and conditions quoted herein are subject to change without notice. Terms are net 10 days. Credit subject to prior approval.

CUSTOMER SIGNATURE *M. L. Rhodes*

ENTERED

FENNEMORE CRAIG, P.C.

Suite 1400 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 692-8000

Mia Hurtado

Direct Phone: (702) 692-8022
Direct Fax: (702) 692-8099
mhurtado@fclaw.com

Law Offices

Phoenix (602) 916-5000
Tucson (520) 879-6800
Nogales (520) 281-3480
Las Vegas (702) 692-8000
Denver (303) 291-3200

August 4, 2009

VIA FEDERAL EXPRESS

Rhodes Companies, LLC.
c/o Omni Management Group, LLC
16161 Ventura Blvd., Ste C
PMB 477
Encino, CA 91436

FILED

'AUG 05 2009'

By Omni Management Group, Claims Agent
For U.S. Bankruptcy Court
District of Nevada

Re: Rhodes Design & Development Corporation
Case No.: 09-14846

Dear Claims Processing Personnel:

Enclosed please find the Proof of Claim form for Wilmar Contracting, Inc. for the above-referenced case. I have enclosed the original and 2 copies. Please stamp one copy and return to our office in the enclosed self-addressed stamped envelope.

Thank you.

Sincerely,

FENNEMORE CRAIG, P.C.



Mia Hurtado, Legal Assistant to
Craig S. Dunlap, Esq.

MLH.bhs
Enclosure